

To: Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 1004 – 1408

From: Dana Segars – a Delphi Salaried Employee
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Date: July 14th, 2009

Topic: Letter Of Objection to Article 9.5.11 of the 6/1/09 Master Disposition Agreement

Judge Drain,

I know you are a busy man so I will try to be brief. I want to strongly voice my objection to the proposal to modify my severance agreement. I am currently employed at the Delphi Athens, Alabama site and my facility is closing down. In November of 2008 I signed a **Separation Agreement** in which I agreed to stay at this site to help facilitate a smooth shutdown in exchange for a guarantee of 6 months of my base pay as severance, as well as a \$2,000 payment to aid in obtaining health insurance. In effect, I waived my rights to an early release and promised my expertise to Delphi until my services were no longer needed in exchange for the monies mentioned above. This is a **contract** that was entered into **during bankruptcy**. It is not a prepetition claim. Therefore, my **severance payment is a contract liability owed to my by Delphi**. It is not a Delphi provided benefit as some have argued. Now that I have fulfilled my promise, and my facility is moving out equipment just prior to closing its doors, Delphi and the courts have decided to break this contract and cut my severance in half.

I have a valid, binding, legal contract, signed by the appropriate representatives of Delphi Automotives, and I have fulfilled my obligations. I expect Delphi to do the same. Please, sir, review these matters before reaching a final decision.

Thanks you for your time.

Dana Segars